

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**Meeting Date: April 21, 2004Division: County AdministratorBulk Item: Yes X No       Department: Fire Rescue

**AGENDA ITEM WORDING:** Request approval of Contract with Professional Emergency Services, Inc. to provide services as Monroe County Medical Director for a three-year period effective January 01, 2004 through January 01, 2007, with the option of renewing for two (2) additional two (2)-year periods, and request approval to waiver policy to go out for bid.

**ITEM BACKGROUND:** Monroe County provides fire and/or emergency medical services pursuant to Chapter 401, Florida Statutes in the unincorporated areas of the County, and is required to employ or contract with a Medical Director who is a Florida licensed physician, Board Certified in Emergency Medicine with added qualification in EMS and pre-hospital care experience for the purpose of providing direction and professional services to the Fire and Emergency Medical Services (Monroe County Fire Rescue).

Dr. Schwemmer, the principal of the corporation, has been providing services as the County's Medical Director. Due to the extraordinary circumstances, which involve a restructuring of the County's emergency medical services, in which process Dr. Schwemmer is and has been contributing her special expertise, and the need to maintain momentum and continuity in the process, it is deemed that there should be a waiver of the purchasing policy, as a practical matter, and only for current needs of the County. Staff and the provider have understood that these circumstances would result in the County staff seeking a new contract with the provider to be effective January 01, 2004. Several technical matters in resolving the contract to be placed before the Board have resulted in an extension to maintain the status quo, but the expectation has always been that the new terms, including compensation, would eventually be formalized with an effective date of January 01, 2004.

**PREVIOUS RELEVANT BOCC ACTION:** On December 17, 2003, BOCC granted approval and authorized execution of a Contract Amendment between Monroe County and Professional Emergency Services, Inc. to extend the existing Agreement for two (2) months, January 02, 2004 through February 29, 2004, to allow parties sufficient time to determine the details of future operations and their impact on a new Contract for medical direction.

On February 18, 2004, BOCC granted approval and authorized execution of a Contract Amendment between Monroe County and Professional Emergency Services, Inc. to extend the existing Agreement for six (6) months, March 01, 2004 through August 31, 2004 to allow parties additional time to determine the details of future operations and their impact on a new Contract for medical direction.

**CONTRACT/AGREEMENT CHANGES:** Term of Contract is from January 01, 2004 through January 01, 2007 with the option of renewing for two (2) additional two (2)-year periods. The Medical Director will be paid fifty thousand dollars (\$50,000.00) per year with payment increases of five percent (5%) per year during the term of the Contract and subsequent renewals. Provision is also made that if professional services are requested beyond the scope of the contract, Monroe County Fire Rescue will pay \$250.00/hour for these services on an as-needed basis.

**STAFF RECOMMENDATIONS:** Approval.**TOTAL COST:** \$157,625.00 (three-year period)\*\***BUDGETED:** Yes X No       

\*\* (ADDITIONAL COST: \$7,500.00 [three year period] for services requested beyond scope of the contract if needed)

**COST TO COUNTY:** \$157,625.00\*\***SOURCE OF FUNDS:** Ad Valorem Taxes

\*\* (ADDITIONAL COST: \$7,500.00 [three year period] for services requested beyond scope of the contract if needed)

**REVENUE PRODUCING:** Yes        No X **AMOUNT PER MONTH** N/A **Year**       **APPROVED BY:** County Atty XOMB/Purchasing XRisk Management X**DEPARTMENT HEAD APPROVAL:**Clark O. Martin, Jr.**DIVISION DIRECTOR APPROVAL:**James L. Roberts**DOCUMENTATION:** Included XTo Follow       Not Required       **DISPOSITION:**       **AGENDA ITEM #** C/

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Professional Emergency Services, Inc. Contract # \_\_\_\_\_

Effective Date: January 01, 2004

Expiration Date: January 01, 2007

Contract Purpose/Description: To contract with a Medical Director who will provide professional services as a licensed Florida physician in order for Monroe County to provide fire and/or emergency medical services pursuant to Chapter 401, Florida Statutes.

---

Contract Manager: Chief Clark O. Martin, Jr. 6006 Fire Rescue / Stop #14  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on April 21, 2004 Agenda Deadline: April 06, 2004

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ \$157,625.00† Current Year Portion: \$ \$25,500.00

Budgeted? Yes ☒ No ☐ Account Codes: 13001-530340 = \$10,710.00

Grant: \$ \_\_\_\_\_ 11500-530340 = \$12,750.00

County Match: \$ \_\_\_\_\_ 12500-530340 = \$ 2,040.00

†(three (3)-year period)

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$2500.00/yr\* For: \*Professional services requested beyond the scope of the contract on a need-to basis. Will be invoiced separately at rate of \$250.00/hr.

(13001-530340 = \$1,050.00; 11500-530340 = \$1,250.00; 12500-530340 = \$200.00)

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4-5-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4-5-04</u>
Risk Management	<u>4/6/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>4/6/04</u>
O.M.B./Purchasing	<u>4/2/04</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Shirley A. Baker</u>	<u>4-2-04</u>
County Attorney	<u>3/31/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/31/04</u>

Comments: OMB: Stacy - lost center 13001 roads line item [unclear]

OMB: Stacy - needs review & purchasing [unclear] in agenda item summary, [unclear]

**Medical Director/Fire Department Physician  
Contract**

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Board of County Commissioners of Monroe County, Florida, hereinafter referred to as the "COUNTY," and PROFESSIONAL EMERGENCY SERVICES, INC., hereinafter referred to as the "MEDICAL DIRECTOR",

**WITNESSETH:**

**WHEREAS**, the COUNTY provides fire and/or emergency medical services pursuant to Chapter 401, Florida Statutes, in the following geographic areas: Cow Key Channel (mm 4) to the south end of the Seven Mile Bridge, also known as the Lower Keys Fire and Ambulance District, and from Tavernier Creek Bridge (mm90.5) to South Bay Harbor Drive and Lobster Lane (mm95); and South Bay Harbor Drive and Lobster Lane (mm95) to the Dade County Line on US 1 (mm113) and north on SR 905 to the intersection of Card Sound Road, Municipal Service taxing District 6, in regards to Key Largo Volunteer Fire Department; and

**WHEREAS**, the COUNTY is required to employ or contract with a MEDICAL DIRECTOR who shall be a Florida licensed physician, Board Certified in Emergency Medicine with added qualification in EMS and pre-hospital care experience, or corporation which employs or contracts with similarly qualified physicians; and

**WHEREAS**, the COUNTY has determined it to be in the best interest of the residents of and visitors to Monroe County to contract with a MEDICAL DIRECTOR for the purpose of providing direction to the Fire and Emergency Medical Services; and

**WHEREAS**, the MEDICAL DIRECTOR desires to provide professional services according to the terms and conditions stated herein.

**NOW THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and MEDICAL DIRECTOR agree as follows:

**1. Term**

This Contract shall become effective on January 1, 2004, and shall run through January 1, 2008 2007, and shall be renewable thereafter at the option of the COUNTY for two additional two (2)-year periods.

**2. Compensation**

(a) The MEDICAL DIRECTOR shall be paid an annual fee of fifty thousand dollars (\$50,000.00). Upon receipt of a proper invoice, the County shall pay the annual fee in twelve monthly installments, pursuant to the Florida Prompt Payment Act. The annual fee may be revised based upon future modifications to the provision of Fire and EMS services through a written amendment.

(b) Payment shall increase five percent (5%) per annum during the term of this Contract and subsequent renewals.

(c) Professional services requested beyond the scope of this Contract will be invoiced separately at a rate of \$250.00/hour and will be approved in advance by the MCFR Fire Chief and/or County Administrator.

(d) Monroe County's performance and obligation to pay under this contract is contingent

upon an annual appropriation by the Board of County Commissioners.

(e) Invoices received from MEDICAL DIRECTOR shall be reviewed and approved by the County Fire Rescue Chief or his designee, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices must reference this Agreement and will be paid in accordance with the State of Florida Prompt Payment Act.

(f) In order for both parties to close their books and records, MEDICAL DIRECTOR clearly state "FINAL INVOICE" on the MEDICAL DIRECTOR's final and last billing to COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Monroe COUNTY. Since this account will thereupon be closed, any and other future charges if not properly included in this final invoice are waived by the MEDICAL DIRECTOR.

g) MEDICAL DIRECTOR will be provided a county vehicle, including cost of gasoline, repairs, insurance, and other operational costs, to use for travel within the County. Use of the vehicle out of county will be approved by the MCFR Chief and/or County Administrator.

h) Nothing in this agreement prohibits the MEDICAL DIRECTOR from billing any third party for medical services rendered outside the scope of this agreement that may arise during or after the term of this agreement.

### **3. Purpose.**

The purpose of this Contract is to assure compliance of the COUNTY in Medical Direction of its Fire and Emergency Medical Services System.

### **4. Duties and Responsibilities.**

(a) The MEDICAL DIRECTOR shall be responsible to Monroe County Fire Rescue and report directly to the Fire Chief and County Administrator.

(b) The MEDICAL DIRECTOR shall adhere to the responsibilities as set for the in Florida Statutes 401, Florida Administrative Code 64E-2.004, Medical Direction. These include supervising and assuming direct responsibility for the medical performance of the Emergency Medical Technicians, and Paramedics employed by Monroe County Fire Rescue hereinafter MCFR).

(c) The MEDICAL DIRECTOR shall be knowledgeable of the standards as set by National Fire Protection Association Standard #1582.

(d) The MEDICAL DIRECTOR shall coordinate and approve all formal training which will allow each Monroe County EMT, and Paramedic to fulfill the continuing education requirements for biannual certification in the State of Florida. The MEDICAL DIRECTOR shall meet annually with the MCFR Chief, or designee, to review the Educational Program for content, location and dates.

(e) The MEDICAL DIRECTOR will be available for consulting and advising on all EMS and Fire activities undertaken by the career and volunteer emergency response departments of Monroe County as requested by the County and authorized by the MCFR Chief or County Administrator.

(f) The MEDICAL DIRECTOR shall be available 24 hr/day, 365 days/year for emergency consultation with MCFR personnel. He/she shall carry a pager and/or radio/or other communication device, said equipment to be provided by the County. He/she shall respond in a

timely manner to any pages from MCFR. In the event the MEDICAL DIRECTOR is unavailable, he/she shall appoint a similarly qualified physician to cover all responsibilities.

(g) This Agreement is a personal services contract based on the qualifications of Sandra Schwemmer, D.O., FACOEP, FACEP, and the services required hereunder shall be performed by Dr. Schwemmer or under her supervision. Any additional personnel necessary for the fulfillment of the services required under this Agreement shall be secured at MEDICAL DIRECTOR's sole expense, and such personnel shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

## **5. Protocols**

The MEDICAL DIRECTOR shall provide an annual review of the pre-hospital treatment protocols and when necessary, the MCFR Chief and the Medical Director shall jointly approve each protocol revision prior to implementation. These protocols shall be developed with consideration of the fiscal impact of such protocols on the participating agencies and citizens of Monroe County, Florida.

MEDICAL DIRECTOR shall develop and revise when necessary Trauma Transport Protocols (TTP's) for submission to the Department of Health, Bureau of EMS, for approval. All EMT's and Paramedics will be trained in the use of the trauma scorecard methodologies as provided in Rule 64E-2.017, F.A.C., for adult trauma patients and Rule 64E-2.0175, F.A.C., for pediatric trauma patients.

COUNTY will provide such secretarial and administrative assistance as necessary for the production and distribution of such protocols.

## **6. DEA Certificate**

MEDICAL DIRECTOR shall procure on behalf of Monroe County Fire Rescue a DEA registration in order to provide medications and controlled substances to the COUNTY. DEA registration shall include the address at which controlled substances are stored. Proof of such registration shall be maintained on file with MCFR and shall be readily available for inspection. MCFR will forward all renewal documents as received from the Dept. of Justice, DEA, to the MEDICAL DIRECTOR to assure continuous registration and will reimburse MEDICAL DIRECTOR for the cost of such registration.

## **7. Quality Assurance**

The MEDICAL DIRECTOR shall establish a quality assurance system to provide for process of quality review of all emergency medical technicians and paramedics operating under his/her medical license and supervision.

The Medical Director and/or each appointee of MEDICAL DIRECTOR'S staff shall audit the performance of MCFR personnel by use of a quality assurance program to include but not limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures. Administrative assistance with regard to data collection, report production and distribution will be provided by the COUNTY.

## **8. Local Disasters**

In the event of a local disaster or impending emergency situation with the possibility of multiple casualties, the MEDICAL DIRECTOR or appointee shall be available for emergency consultation.

#### **9. Cost Containment/Equipment & Procedures**

The MEDICAL DIRECTOR shall periodically review all policies and procedures for cost effectiveness. Providing state of the art fire and emergency medical services to the citizens of Monroe County in the most cost effective manner shall be a top priority of the MEDICAL DIRECTOR.

The MEDICAL DIRECTOR will consult and advise on all medical equipment to be carried and utilized by a participating volunteer fire department and/or any other emergency response agency.

#### **10. Infectious Exposure Policy**

The MEDICAL DIRECTOR shall assist in developing an infectious disease exposure policy that complies with State and Federal OSHA requirements. The MEDICAL DIRECTOR shall assure that a comprehensive plan exists for prompt medical review of all possible infectious exposures reported by MCFR personnel and members of the participating volunteer fire departments, and for post-exposure medical follow-up when indicated.

The MEDICAL DIRECTOR shall be available 24hr/day, 365 days of the year for consultation with field personnel who have had any infectious or potential infectious exposure.

#### **11. State Involvement**

The MEDICAL DIRECTOR shall become involved in the Florida Association of EMS Medical Directors. The COUNTY shall reimburse MEDICAL DIRECTOR for costs of such memberships, and any other recommended or required association membership dues as required by the COUNTY.

MEDICAL DIRECTOR will attend EMS meetings as recommended and approved by the MCFR Chief. Such cost of attendance at such meetings will be reimbursed by the COUNTY.

#### **12. Insurance**

The COUNTY shall maintain in full force and effect for the term of this Contract, and any subsequent renewals, professional and general liability insurance with minimum limits of \$1,000,000.00 per occurrence. The COUNTY shall be responsible for maintaining this professional liability insurance for a minimum of three years from the date of termination if this Contract. The Professional and General Liability certificate will specify coverage for "EMS oversight/medical direction".

The COUNTY will provide certificate or proof of such insurance to the MEDICAL DIRECTOR on an annual basis. MEDICAL DIRECTOR will be provided thirty (30) days notice of cancellation, change in policy limits, and/or any restrictions placed on coverage of the insurance provided by the COUNTY during the term of this CONTRACT. The COUNTY will be responsible for the payment of any deductible and/or self-insured retention in the event of a claim.

#### **13. Termination.**

##### **13.1** Early termination may occur as follows:

(a) This Contract may be terminated by the MEDICAL DIRECTOR, with or without cause, upon not less than ninety (90) days written notice delivered to the COUNTY.

(b) The COUNTY may terminate this Contract in whole or in part and without cause, upon not less than ninety (90) days written notice, delivered to the MEDICAL DIRECTOR.

- (c) The COUNTY may terminate this Contract immediately in the event that MEDICAL DIRECTOR fails to fulfill any of the terms, understandings or covenants of this Contract.

**13.2** At such time as this agreement is terminated, whether at the natural ending date or at an earlier time under paragraph 13.1 above, the MEDICAL DIRECTOR shall:

- (a) Stop work on the date and to the extent specified.
- (b) Terminate and settle all orders and subcontracts relating to the performance of the work.
- (c) Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- (d) Continue and complete all parts of that work which have not been terminated, if any.

#### **14. GENERAL PROVISIONS.**

**14.1 Amendments and Assignments.** No amendment or assignment of this Agreement shall be valid without the prior written consent from the County.

**14.2 Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement, the Request for Qualifications and response thereto. Unless contradicted by the terms of this agreement, the parties shall be bound by the provisions of the RFQ and Response. To the extent the RFQ and response are contradicted by the language in this Agreement, this Agreement supersedes all prior oral and written proposals and communications related to this Agreement between the parties. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment or modification is claimed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

**14.3 Severability.** If any term, covenant, condition or provision of this Agreement shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provision of this Agreement would prevent the accomplishment of the original intent of this Agreement. The parties agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**14.4 Captions.** The captions set forth herein are for convenience of reference only and shall not define, modify, or limit any of the terms hereof.

**14.5 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action which may arise out of or under this agreement shall be in Monroe County, Florida.

**14.5.1 Conflicts in interpretation.** The parties agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them, the issue shall be submitted to mediation prior to the institution of any other legal proceeding.

**14.5.2 Adjudication of Disputes and Disagreements.** The parties agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of the parties. If no resolution can be agreed within thirty (30) days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall

have the right to seek such relief as may be provided by this Agreement or by Florida law.

**14.5.3 Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the parties agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement. The parties agree that neither party shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

**14.5.4 Legal Obligations and Responsibilities; Non-delegation of Constitutional or Statutory Duties.** This Agreement is not intended to relieve, nor shall it be construed as relieving, any party from any obligation or responsibility imposed upon the party by law except to the extent of actual and timely performance thereof by the other party, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further this Agreement is not intended to authorize, nor shall it be construed as authorizing, the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida Constitution, state statutes, case law, and, specifically, the provisions of Chapter 125, Florida Statutes.

**14.6 Attorney's Fees and Costs.** In the event any cause of action is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**14.7 Records.** MEDICAL DIRECTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. Upon ten (10) business days written notice to the other party, representatives of either party shall have access, at all reasonable times, to all the other party's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit. MEDICAL DIRECTOR shall retain all records required to be kept under this agreement for a minimum of five years, and for at least four years after the termination of this agreement. Storage of medical records required by Federal or State statute in excess of the times stated herein and subsequent to the termination of this Agreement shall be revisited by the parties at such time as any transition period is established to accommodate the termination of this Agreement. MEDICAL DIRECTOR shall keep such records as are necessary to document the provision of services under this agreement and expenses as incurred, and give access to these records at the request of the County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of MEDICAL DIRECTOR to maintain appropriate records to insure a proper accounting of all collections and remittances. MEDICAL DIRECTOR shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives.



**14.7.1 Public Access.** The parties shall allow and permit reasonable access to and inspection of, all documents, papers, letters, or other materials subject to the Florida Public Records Law, as provided in Chapter 119, Florida Statutes, and made or received by the parties, unless specifically exempted by State or pre-emptive Federal Statute.

**14.8 Ethics Clause.** MEDICAL DIRECTOR warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. County employees and officers are required to comply with the standards of conduct delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts, doing business with one's agency, unauthorized compensation, misuse of public position, conflicting employment or contractual relationship, and disclosure of certain information.

**14.9 Authority.** MEDICAL DIRECTOR warrants that he or she is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for MEDICAL DIRECTOR below certifies and warrants that the Contractor's name in this agreement is the full name as designated in its corporate; they are empowered to act and contract for MEDICAL DIRECTOR, and this agreement has been approved by the Board of Directors of MEDICAL DIRECTOR or other appropriate authority.

**14.10 Public Entity Crime Statement.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**14.11 Anti-kickback.** The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**14.12 Modifications and Amendments.** Any and all modifications of the terms of this agreement shall be only amended in writing and executed by the Board of County Commissioners for Monroe County and MEDICAL DIRECTOR.

**14.13 Independent Contractor.** At all times and for all purposes hereunder, MEDICAL DIRECTOR is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find MEDICAL DIRECTOR or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

**14.14 Compliance with Law.** In carrying out its obligations under this agreement, MEDICAL DIRECTOR shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the County to terminate this agreement immediately upon delivery of written notice of termination to MEDICAL DIRECTOR.

**14.15 Licensing and Permits.** MEDICAL DIRECTOR shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

**14.16 Non-Discrimination.** MEDICAL DIRECTOR shall not discriminate, in its employment practices and in providing services hereunder, on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age, and shall abide by all federal and state laws regarding non-discrimination. Upon a determination by a court of competent jurisdiction that such discrimination has occurred, this Agreement automatically terminates without any further action by the County, effective the date of the court order.

**14.17 Claims for State or Federal Aid.** The parties agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement, provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission, and which approval shall not be unreasonable withheld.

**14.18 Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the County nor MEDICAL DIRECTOR or any officer, agent, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated under this Agreement.

**14.19 Attestations.** MEDICAL DIRECTOR agrees to execute such documents as the County may reasonable require, including a Drug-Free Workplace Statement, and a Public Entity Crime Statement.

**14.20 Signatures of Parties Required.** THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES AND RECEIVED IN FINAL EXECUTED FORM BY AN AUTHORIZED REPRESENTATIVE OF MEDICAL DIRECTOR AT ITS PRINCIPAL PLACE OF BUSINESS.

**14.21 County Authority.** By execution hereof the signer below hereby certifies that signer is duly authorized to execute this Agreement on behalf of the Court.

**14.22 No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Board Of County Commissioners of Monroe County in his or her individual capacity and no member, officer, agent or employee of the Board Of County Commissioners of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**14.23 Execution in Counterparts.** This Agreement may be executed in any number of

counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. MEDICAL DIRECTOR'S signature on this Agreement shall act as the execution of the truth-in-negotiation certificate certifying that wage rates and costs used to determine the compensation provided under this Agreement are accurate, complete and current as of the date of the Agreement, and are no higher than those charged the MEDICAL DIRECTOR'S most favored customer for the same or substantially similar service.

**14.24 Truth In Negotiation Certificate.** Signature of this Agreement by MEDICAL DIRECTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the MEDICAL DIRECTOR's most favored customer for the same or substantially similar service.

**14.25 Federal and State Tax.** The COUNTY is exempt from payment of Florida State Use and Sales Taxes. The COUNTY will sign an exemption certificate submitted by MEDICAL DIRECTOR. The MEDICAL DIRECTOR will not be exempted from paying state sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the MEDICAL DIRECTOR authorized to use the County's Tax Exemption Number in securing such materials.

**14.26 Notice.** All notices required in this Agreement shall be sent by mail, return receipt requested, and shall be sent to the following:

For MEDICAL DIRECTOR:  
Sandra Schemmer, D.O., FACOEP,FACEP

For COUNTY:  
Clark Martin, Fire Chief  
490 63<sup>rd</sup> Street (Ocean)  
Marathon, Fl. 33050

and

Richard Collins, County Attorney  
P.O. Box 1026  
Key West, Fl. 33041-1026

**IN WITNESS WHEREOF,** the parties hereto have caused this MEDICAL DIRECTOR Contract to be executed the day and year first above written.

(SEAL)

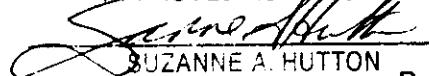
Board of County Commissioners of  
Monroe County, Florida

Attest: Danny L. Kolhage, Clerk

by: \_\_\_\_\_  
Deputy Clerk

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

\_\_\_\_\_  
Mayor MURRAY E. NELSON

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

Professional Emergency Services, Inc.

Witness

\_\_\_\_\_  
Sandra Schwemmer, D.O.,  
FACOEP,FACEP

Witness